



FOOTBALL GAME CONTRACT

This AGREEMENT is made and entered into this 9th day of December, 2005 by and between Louisiana State University (hereinafter designated as the HOME TEAM) and Texas Christian University (herein after designated as the VISITING TEAM) this contract supercedes any previous agreements between HOME TEAM and VISITING TEAM, WITNESSETH that:

1. The parties hereto agree that their respective varsity football teams shall participate in an athletic contest in Baton Rouge, Louisiana on the 7th day of September, 2013, and at such other dates as set forth in Section 13 of this Agreement. The time of said contest will be determined by the HOME TEAM.
2. The contest(s) shall be governed in all respects, including the eligibility of the participants, by the rules and regulations of the National Collegiate Athletic Association, the individual institutions and the intercollegiate conferences to which each party is a member.
3. Ticket prices shall be set by the HOME TEAM. Ticket prices for the 2014 game at TCU will be set no later than September 15, 2013.
4. The HOME TEAM agrees to pay the VISITING TEAM, as full and complete compensation for the 2013 game the fixed sum of \$500,000 on or before January 31, 2014.
5. The cheerleaders and mascot of each team shall be admitted free of charge provided they are in uniform and their attendance shall not be included in the game report, unless otherwise agreed upon by both institutions.
6. The VISITING TEAM shall have the option of purchasing up to 7,000 tickets at face value. The VISITING TEAM shall return all unsold tickets to the HOME TEAM in sufficient time to ensure their sale prior to the game. In no case shall more than 200 tickets be returned later than 48 hours prior to game time.

9. A. **Termination for Convenience:** The parties to this Agreement acknowledge and agree that in the event one party chooses to terminate this Agreement or fails to participate in any of the athletic contests contemplated by this agreement, damages will occur. Due to the nature of intercollegiate athletics, the difficulty and expense of finding a suitable replacement game and the over head costs associated with scheduling and planning an athletic contest, the parties agree that for any contest required to be cancelled by this Agreement, the terminating or non-participating party shall pay to the non-breaching party a terminating fee as follows:

If the breech occurs

- 1) 24 months or more from the scheduled date of the game - \$150,000
- 2) 12 months or more, but less than 24 months from the scheduled date of the game - \$250,000;
- 3) Less than 12 months from the scheduled date of the game - \$500,000;

B. It is agreed that if one party communicates to the other party that they do not intent to participate in the scheduled athletic contest or schedules another game which would conflict with the scheduled contest between the parties, that this shall constitute a default under this Agreement.

C. It is understood and agreed by and between the parties here to that this Agreement is conditioned upon the participants (HOME TEAM and VISITING TEAM) being a Division I-A member of the NCAA at least twenty- four (24) months prior to the date the game is scheduled, and being a Division 1-A member at the time the game is played. In the event either team fails to maintain Division 1-A membership, the other team has the right to cancel the game without penalty upon reasonable notice to the other party.

The bands of each team shall be admitted in uniform even though a ticket has been purchased for each member of the band.

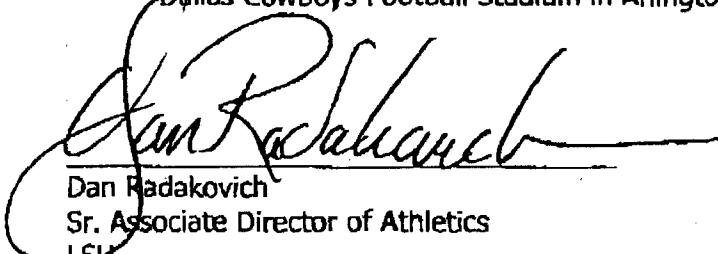
The VISITING TEAM shall be allotted a maximum of forty (40) sideline passes for the use of coaches, trainers and working personnel only. Sideline passes must be worn by all personnel with the exception of players in uniform. All VISITING TEAM sideline passes will be restricted to the VISITING TEAM AREA (between the twenty five-yard lines).

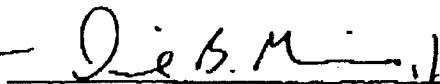
7. All radio broadcast rights and privileges, and the receipts therefrom, shall belong to the HOME TEAM provided, however, VISITING TEAM shall have the right to broadcast the contest on its established radio network and HOME TEAM will provide space for one (1) broadcast outlet.
8. The host institution shall have the exclusive right to contract for live television broadcast of its home games played pursuant to this agreement. It is further agreed that:
 - A. HOME TEAM may arrange for closed circuit television presentations of the game on their campus, and for alumni groups around the country, and to retain the entire revenue derived therefrom.
 - B. Each party shall have the right to produce film and/or video tapes of the games and to authorize their use for coaches shows and delayed telecasts, under restrictions of the conference and any national governing bodies.
 - C. The HOME TEAM shall have the right to authorize carriage of the games on television CATV and/or Pay TV and to retain the entire revenue derived therefrom restricted only by national governing bodies, conference or inter collegiate rules.
 - D. It is agreed that all complimentary passes to press, radio and television outlets in Louisiana shall be the responsibility of Louisiana State University.

10. Officials for the 2013 game shall be assigned by the Mountain West Conference.
Officials for the 2014 game shall be assigned by the Southeastern Conference.
11. This Contract shall be governed by Louisiana Law.
12. In the event of fire, flood, hurricane, tornado, earthquake, war, invasion, hostilities, rebellion, insurrection, confiscation by order of the government, military or public authority or prohibitory or governmental authority, including that of the Southeastern Conference or the National Collegiate Athletic Association, making it impossible or impractical to play the game, both parties shall be relieved of any and all obligations of this Agreement.
13. The following additional games shall be played under the same terms and conditions unless otherwise indicated on the following dates and times:

<u>DATE</u>	<u>PLACE</u>	<u>TIME</u>	<u>GUARANTEE</u>
September 6, 2014	Fort Worth, TX	TBA	\$500,000

Note: Texas Christian University will make best efforts to play the 2014 game in the new Dallas Cowboys Football Stadium in Arlington, TX.


Dan Radakovich
Sr. Associate Director of Athletics
LSU
For
Skip Bertman
Director of Athletics
LSU


Danny Morrison
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Texas Christian University